

**CITY OF SUGAR LAND**

**FORM PU-111F-3**

**REQUIRED INSURANCE PROVISIONS FOR ROUTINE / GENERAL MAINTENANCE  
AND REPAIR CONTRACTORS**

1. All insurance policies shall be endorsed to the effect that The City of Sugar Land will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
2. All insurance policies, which name The City of Sugar Land as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
3. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
4. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Sugar Land.
5. Insurance must be purchased from insurers having a minimum AmBest rating of A 7.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Sugar Land.

Upon request, Contractor shall furnish The City of Sugar Land with certified copies of all insurance policies.

A valid certificate of insurance verifying each of the coverage's required above shall be issued directly to the City of Sugar Land within ten (10) business days after contract award by the successful contractor's insurance agent of record or insurance company. The certificate of insurance shall be sent to:

City of Sugar Land  
Attn: Purchasing Dept.  
P.O. Box 110  
Sugar Land, TX 77487-0110

**Reduction or Waiver of Insurance Requirements**

The City may at any time reduce or waive all or part of the insurance requirements established by this document for any contractor that has entered into an agreement with the City to provide the services for which this insurance applies, if the City determines that the reduction or waiver will not unreasonably expose the City to a risk of liability or loss. An authorized City representative must authorize any reduction or waiver of these insurance requirements in writing before the reduction or waiver is effective.

# SAMPLE CERTIFICATE

ACORD <sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YY) 06/19/2002	
<b>PRODUCER</b> Agency Software, Inc. 11101 Airport Road Hayden, ID 83835 (800) 342-7327			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
<b>INSURED</b> ABC Contractor, Inc. 1234 First St. Sugar Land, TX 77478 281-491-2000			<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Selective Insurance Company INSURER B: Indemnity Insurance Company INSURER C: State Fund INSURER D: INSURER E:		
<b>COVERAGES</b> THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	123456789	06/19/02	06/19/03	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PO/ AGG \$1,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC5985614	06/19/02	06/19/03	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Certificate Holder is an additional insured. Waiver of Subrogation in favor of the Certificate Holder as required by written contract.					
<b>CERTIFICATE HOLDER</b> City of Sugar Land P. O. Box 110 Sugar Land, TX 77487-0110 Attn: Finance / Purchasing			<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL <del>NOTICE BY MAIL</del> <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, <del>AND FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</del> AUTHORIZED REPRESENTATIVE <i>John [Signature]</i>		

Insurance Broker or Agent

Name of Insured must match the Contractor name in the contract

General Liability - Claims made or Modified Occurrence is not acceptable

Current dates are required

Minimum acceptable AmBest rating for Insurers is A 7

The GL Each Occurrence and General Aggregate Limits must be at least as shown at left

The AL Combined Single Limit must total \$1,000,000 minimum

The totals in each box must be at least as shown and the WC Statutory Limits box must be checked

This section must contain Additional Insured and Waiver of Subrogation endorsements as shown

Certificate Holder must be City of Sugar Land with proper address

Signed by the insurance company, insurance agent, or insurance broker only.

A minimum of 30 days written notice of cancellation or non-renewal must be provided.

## **STATE OF TEXAS REPORTING REQUIREMENTS FOR WORKERS' COMPENSATION INSURANCE COVERAGE**

**Application:** The following requirements apply to "Building or construction" defined by Labor Code Sec. 406.096 (e) (1) as including:

(A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;

(B) remodeling, extending, repairing, or demolishing a structure; or

(C) otherwise improving real property or an appurtenance to real property through similar activities

**Requirements:** These reporting requirements for Workers Compensation Coverage are mandated by the Texas Workers' Compensation Commission (Title 28 TAC Sec. 110.110) and apply to all building or construction projects for the City of Sugar Land.

### 1. Definitions:

Certificate of coverage ("*certificate*") means a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the Contractor's employees providing services on the project, for the duration of the project.

*Duration of the project* means the time from the beginning of the work on the project until the Contractor's work on the project has been completed and accepted by the City.

*Persons providing services on the project ("subcontractor" in '406.096)* means all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

3. The contractor must provide a certificate of coverage to the City prior to being awarded the contract.

4. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

5. The contractor shall obtain from each person providing services on a project, and provide to the City:

- (a) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (b) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of project.

6. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

7. The contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

8. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The contractor shall contractually require each person with whom it contracts to provide services on the project, to:

- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (b) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (c) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (d) obtain from each other person with whom it contracts, and provide to the contractor;
  - (1) a certificate of coverage, prior to the other person beginning work on the project; and
  - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- (e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (f) notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (g) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

**10.** By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.